

For hearing before Master

on 30th November 2022 at 02:30 p.m.

Plaintiff: AWCS: 3rd: 28.10.2022

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1 st Plaintiff
ALEJANDRO VARGAS	2 nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

3RD AFFIRMATION OF AU WING CHI SANDY

I, AU WING CHI SANDY, of 25th Floor, Three Exchange Square, 8 Connaught Place, Central, Hong Kong, do hereby solemnly, sincerely and truly affirm and say as follows:

1. I am a solicitor at Messrs. DLA Piper Hong Kong, solicitors for the 1st, 2nd and 3rd Plaintiffs, and I am duly authorised by the 1st and 3rd Plaintiffs to make this Affirmation on their behalf in opposition to the Defendants' application against the 1st and 3rd Plaintiffs by Summons dated 17 August 2022 for security for costs incurred up to and including the Case Management Conference of this Action in the sum of HK\$657,600 ("Security for Costs Application").
2. Unless otherwise stated, the facts and matters deposed to herein are within my personal

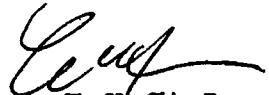
knowledge and are true. Insofar as they are not within my personal knowledge, they are true to the best of my knowledge, information and belief and are derived in each case from the sources stated.

3. There is now produced and shown to me marked "AWCS-4" a true copy of the 4th Affidavit of Evan P. Jowers ("Jowers 4th Aff") with exhibits, which has been signed by the 1st Plaintiff. At the time of this Affirmation, the 1st Plaintiff is traveling and out of Hong Kong.
4. The 1st Plaintiff is arranging for swearing of Jowers 4th Aff in compliance with O. 41 r. 12 of the Rules of High Court (Cap. 4A) and the 1st and 3rd Plaintiffs have instructed me to file this Affirmation exhibiting Jowers 4th Aff in opposition to the Security for Costs Application.
5. The 1st and 3rd Plaintiffs undertake to file and serve Jowers 4th Aff in the form exhibited in "AWCS-4" once it has been duly sworn.

AFFIRMED at 27/F, Alexandra House)
18 Chater Road)
Central, Hong Kong)
on this 28th day of October 2022)



Before me,



Hsu Yee Ching Eva
Solicitor
Houye Williams
27/F Alexandra House
18 Chater Road
Central
Hong Kong SAR

This Affirmation is filed on behalf of the 1st and 3rd Plaintiffs.

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

Between

EVAN P. JOWERS	1 st Plaintiff
ALEJANDRO VARGAS	2 nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff

and

ROBERT EMMETT KINNEY	1 st Defendant
KINNEY RECRUITING LIMITED	2 nd Defendant

3RD AFFIRMATION OF AU WING CHI SANDY

Dated the 28th day of October 2022.
Filed on the 28th day of October 2022.

DLA PIPER HONG KONG
Solicitors for the 1st, 2nd and 3rd Plaintiffs
25th Floor
Three Exchange Square
8 Connaught Place
Central, Hong Kong
Tel: 2103 0808
Fax: 2810 1345
Ref.: MN/SWA/WSHA/394055/2

RECORDED
2022 OCT 28 PM 2:40

RECORDED
2022 OCT 28 PM 2:40

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

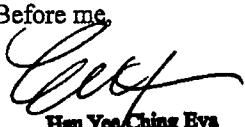
EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

3RD AFFIRMATION OF AU WING CHI SANDY

This is the exhibit marked as "AWCS-4" referred to in the 3rd Affirmation of Au Wing Chi Sandy dated the 28th day of October 2022.

<u>Date</u>	<u>Description</u>	<u>No. of Pages</u>
Undated	4 th Affidavit of Evan P. Jowers (including exhibits)	77

Before me,


Hau Yee/Ching Eva
Solicitor
Howes Williams
27/F Alexandra House
18 Chater Road
Central
Hong Kong SAR

For hearing before Master

on 30th November 2022 at 02:30 p.m.

Plaintiff: 4th: EJ: . . 2022

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1 st Plaintiff
ALEJANDRO VARGAS	2 nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1 st Defendant
KINNEY RECRUITING LIMITED	2 nd Defendant

4TH AFFIDAVIT OF EVAN P. JOWERS

I, Evan P. Jowers, of Room 1104, Crawford House, 70 Queen's Road Central, Central, Hong Kong, do make oath and say as follows:

1. I am the 1st Plaintiff in this action. I am the same Evan P. Jowers who made the 1st Affidavit of Evan P. Jowers dated 27 August 2019, the 2nd Affidavit of Evan P. Jowers dated 23 October 2019, and the 3rd Affidavit of Evan P. Jowers dated 9 December 2019 in these proceedings. I am duly authorized by the 3rd Plaintiff ("Yuliya") to make this Affidavit on her behalf.
2. Unless otherwise stated, the facts and matters deposed to herein are within my personal knowledge and are true. Insofar as they are not within my personal knowledge, they are true to the best of my knowledge, information and belief and are derived in each

case from the sources stated.

3. This Affidavit is made in opposition to the Defendants' application ("Application") against me and the 3rd Plaintiff by Summons dated 17 August 2022 for security for costs incurred up to and including the Case Management Conference of this Action in the sum of HK\$657,000.
4. In this Affidavit I will also respond, where appropriate, to the 3rd Affidavit of Robert Emmett Kinney filed on 17 August 2022 ("Kinney 3rd"). Where I have not specifically addressed matters in Kinney 3rd, this should not be construed as an acceptance of the validity of the points made.
5. Yuliya and I oppose the Application and contest both liability and quantum to pay security. In summary:-
 - (a) I am ordinarily resident in Hong Kong and I operate a business in Hong Kong. Whilst I am currently overseas, I have every intention to return to Hong Kong once the situation permits and become a permanent resident here.
 - (b) My address as stated in the Amended Writ of Summons i.e. "*Suite 5136, Four Seasons Place, 8 Finance Street, Central, Hong Kong*" ("Four Seasons Place Address") is correct and not misstated.
 - (c) I have substantial assets in Hong Kong which can be reached by judicial process and are capable of being enforced.
 - (d) There is a strong likelihood of success on the merits of the Plaintiffs' claim.
 - (e) As to Yuliya, her claims in these proceedings are made jointly with mine which arose out of the same cause(s) of action. Any cost orders, if made, are likely to be made jointly against both of us which I demonstrably have the ability and means to meet in full.
 - (f) In any event, the quantum sought by the Defendants is manifestly excessive in

that it contains work for which the Defendants would not be entitled to costs if successful at trial, for example as a result of unreasonable duplication of work.

A. Liability to Pay Security for Costs

A1. Ordinarily Resident within Hong Kong

6. It is wholly incorrect for the Defendants to say that I am ordinarily resident out of the jurisdiction. As a matter of fact, Hong Kong is my place of residence and I have been continuously living in Hong Kong up until early 2020 (at which time I had to leave Hong Kong for the United States for personal and business purposes which I shall explain below). Both my wife and I have Hong Kong Identity Cards. There are now produced and shown to me marked exhibit “EJ-10” copies of my wife’s and my Hong Kong Identity Card (with personal information redacted). Upon my return to Hong Kong, I intend to become a permanent resident by continuously residing in Hong Kong for 7 years.
7. When I left Hong Kong for the USA in around early 2020, my departure was intended to be temporary. My temporary absence from the jurisdiction since then was occasioned by a combination of unanticipated events which I now endeavour to explain.
8. As stated in paragraph 2 of the Amended Statement of Claim dated 31 May 2022 (“ASOC”), Yuliya, the 2nd Plaintiff and I have since around December 2016 been, and still are, attorney recruiters of a consulting and recruiting firm in Hong Kong called Legis Ventures (HK) Company Limited (“Legis”). Due to the nature of my work, which requires me to source attorney candidates and place them in the Asian offices of US and UK based law firms, there is a need for me to travel frequently.
9. I note that the Defendants have in paragraph 3 of the Amended Defence dated 28 September 2022 accepted that the Plaintiffs had formed Legis on 20 November 2016.
10. I had in fact travelled to the US in early 2020 for business, to visit my family in the US and also to attend to the US proceedings (see paragraph 12(a) below).

11. As this Honourable Court will be well aware, since the outbreak of COVID-19 in around late 2019 or early 2020, the Hong Kong government has implemented a series of restrictions on travel and quarantine measures which made it extremely difficult and unpredictable to travel. I wish to highlight the fact that since March 2020, all inbound travellers who have stayed in certain overseas countries (such as the US) were subject to a 14 or 21 day compulsory quarantine, which served as a major deterrent to expatriate residents (like myself) returning to Hong Kong for as long as the policy remained in place. Further still, until fairly recently, travellers who tested positive during quarantine would be transferred to a government-designated medical facilities for an uncertain period of time. For that reason, during the period at which the stringent compulsory quarantine requirements were in place (i.e. from 2020 to 2022), many expatriates such as myself left Hong Kong temporarily. But in no way does that mean that I did not intend to return – to the contrary, I have every intention of doing so.

12. Against the above backdrop, my stay in the USA has lasted longer than expected owing to the following reasons:-

- (a) MWK Recruiting, Inc (“MWK”), a legal recruiting firm with its principal place of business in Austin, Texas and a company owned by the 1st Defendant, had commenced proceedings on 11 March 2017 against me before the United States District Court for the Western District of Texas (Austin Division) (Case 1:18-CV-444-RP) (“US Proceedings”).
- (b) As a result of the US Proceedings, I was required to be constantly present in the United States in order to meet with my attorneys and to handle numerous court filings. Needless to say, I also had to physically attend various court hearings from time to time. In particular, trial of the US Proceedings took place on 7 and 8 December 2021 (and Judgment was recently handed down on 15 September 2022 (“US Judgment”)).
- (c) As a result of the US Proceedings, and given the stringent travel restrictions which had been in Hong Kong at the material times, I was compelled to remain in the USA until the conclusion of the US Proceedings and/or when travel bans were relaxed or lifted.

(d) As a result of the pandemic, my wife and my elderly mother decided to stay in the United States for the time being until the global health situation improved.

13. In light of the recent relaxation of travel restrictions, I plan to return to Hong Kong once my visa is approved. In fact, my application for employment visa for myself and my wife is well under way. There is now produced and shown to me marked exhibit "EJ-11" copy of my visa application and a letter dated 15 September 2022 issued by the Immigration Department to Legis showing that my visa application is in progress.

14. I have always resided at the Four Seasons Place whenever I am in Hong Kong for more than 28 days. There is now produced and shown to me:-

14.1. Marked exhibit "EJ-12" a letter from IFC Development Limited on behalf of Four Seasons Place dated 25 October 2022 confirming the periods during which I had stayed in the Four Seasons Place from 2017 to 2019;

14.2. Marked exhibit "EJ-13" receipts issued by the Four Seasons Place for various periods in January-February 2018; March-April 2018; September-October 2018; November-December 2018; March-April 2019; April-May 2019; and November-December 2019; and

14.3. Marked exhibit "EJ-14" Long Staying Agreements dated 9 January 2017, 31 July 2017, 7 September 2017, 27 November 2017, 27 December 2017, 5 February 2018, 29 August 2018, 29 October 2018, 4 January 2019, 25 February 2019, 23 April 2019, and 17 October 2019.

15. These exhibits clearly show the periods during which I was not travelling and hence was staying in Hong Kong. As can be seen from these exhibits, I had been residing in Suite 5136 of the Four Seasons Place (i.e. the Four Seasons Place Address) on the last two occasions when I stayed at the Four Seasons Place in 2019. I intend to stay at the Four Seasons Place Address once I return to Hong Kong.

16. My intention to remain in Hong Kong for settled purposes is further fortified by the fact

that I have continued to pay salaries tax to the Hong Kong Government notwithstanding my temporary absence. There are now produced and shown to me marked exhibit "EJ-15" various payment vouchers issued by the Inland Revenue Department to me and evidence of payment between May 2021 and July 2022.

17. Finally, in reply to paragraphs 5 to 15 of Kinney 3rd where the Defendants seek to rely on four declarations and a statement made by me in the US Proceedings, the Defendants have taken them out of context. In fact, the gist of these declarations and statement was to show that while I am a citizen of US, I had relocated to and have been residing in Hong Kong since June 2015 for employment reasons. See below a few examples of statements made by me to such effect:-

17.1. REK-2 pp1-4 (P1 May 2018 Declaration): *"Although I temporarily relocated to Hong Kong in June 2015 for work, I do not intend to remain in Hong Kong long term"* (paragraph 4); *"I have also maintained other apartments at various time in the same area in Florida since relocating to Hong Kong... I do not intend to take up permanent residence in Hong Kong"* (paragraph 5); *"I do not own any real property in Hong Kong... I lease a furnished apartment to sleep in while I am working in Hong Kong"* (paragraph 6); *"Both I and Mr. Vargas, who is the sole owner and officer of Legis ventures, work at Legis Ventures in Hong Kong"* (paragraph 7).

17.2. REK-2 pp5-12 (P1 June 2018 Declaration): *"... I relocated to and began working full time in Hong Kong... in June 2015"* (paragraph 2); *"I am currently an attorney recruiter in Hong Kong"* (paragraph 3); *"While I often work full time in Hong Kong..."* (paragraph 5); *"I ... eventually relocated to Hong Kong in June 2015"* (paragraph 8).

17.3. REK-2 pp34-41 (P1 2019 Declaration): *"When I relocated to and began working full time in Hong Kong... in June 2015"* (paragraph 2); *"I am currently an attorney recruiter in Hong Kong"* (paragraph 3); *"... I would have been located or working almost exclusively in Florida (prior to June 2015) or in Hong Kong (in June 2015 or later)"* (paragraph 9).

- 18. In other words, the statements and declarations in fact support the position that I do in fact ordinarily reside in Hong Kong – and have since June 2015. Whilst I had then stated that I did not intend to take up permanent residence in Hong Kong, my intention had since then changed (as earlier explained in paragraph 6 above). In any event, I have been advised (without waiving privilege) and I verily believe that the concept of “ordinarily resident” is a question of fact and degree which does not depend upon the duration of residence but upon the way a person’s life is actually ordered, and that permanent residence is not required.
- 19. As to paragraph 9 of Kinney 3rd, the reliance placed by the Defendants on my statements made in the US Proceedings is entirely misplaced. Those statements simply show that I had indeed been in Hong Kong until the pandemic started, whereupon I was forced to remain in the US until the situation in Hong Kong improved.

A2. Four Seasons Place Address is my Place of Residence

- 20. As explained in paragraphs 14 and 15 above, I have always resided at the Four Seasons Place when I am in Hong Kong and I will continue to do so upon my return. It is clear that I was residing in Hong Kong at the Four Seasons Place when the Writ of Summons dated 9 May 2019 was filed.
- 21. As such, the Four Seasons Place is my place of residence in Hong Kong and the Four Seasons Place Address has been correctly stated in the Writ of Summons.

A3. Assets Available in Hong Kong

- 22. The Defendants do not dispute that I own 82% of the shares in Legis, which is a company incorporated in Hong Kong. As stated in paragraph 2 of the ASOC, Legis is the corporate vehicle of my consulting and recruiting business in Hong Kong trading under the name of Jowers / Vargas. There is now produced and shown to me marked exhibit "EJ-16", copy of a Form NSC1 (Return of Allotment) filed with the Companies Registry on 19 July 2022 showing my shareholding in Legis.
- 23. Legis has been profit-generating. There is now produced and shown to me marked

exhibit "EJ-17" extracts of the Directors' Report and Financial Statements of Legis for the year ended 31 March 2020, showing that Legis' aggregate profits for the year ended 31 March 2020 was over HK\$12 million and its aggregate profit was HK\$725,275. Whilst the latest financial statements are still in the process of being audited, I understand and verily believe that the revenue of Legis based on unaudited financial records for the financial year ending March 2022 is over HK\$22.3 million. By reason of the above, it is plain that I own substantial assets carrying on business within Hong Kong. There is now produced and shown to me marked exhibit "EJ-17A" the unaudited statement of Legis for the year ending March 2022.

24. All in all, I have substantial assets in Hong Kong which can be reached by judicial process and are capable of being enforced.

A4. Strong Merits of Plaintiffs' Claims

25. I have been advised (without waiving privilege) and I verily believe that there is a strong likelihood of success on the merits of the Plaintiffs' claim for defamation. In this regard, I shall leave it to counsel to advance submissions on my behalf. Suffice to say, whilst the US Judgment (which was recently handed down) ruled against me, I intend to lodge an appeal.
26. In brief, it was alleged in the US Proceedings that I had submitted 6 MWK candidates through the founder of Legis whilst I was still employed with MWK, which meant that I had misappropriated MWK's trade secrets related to information about law firm clients and attorney candidates.
27. I do not accept these allegations. Without waiving privilege, I have been advised by my US Counsel that the following are the non-exhaustive grounds for appealing against the US Judgment:-
 - (a) Whether information regarding the six candidates at issue should be considered trade secrets of MWK, given that MWK did not actually possess, control, or maintain any information about the candidates in any medium, nor did it ever take any measures to keep information about those candidates confidential.

Quite the contrary, MWK had given evidence at trial that the information about those candidates was “ephemeral”, and existed only for a brief moment in time.

- (b) Whether the US Court erred by failing to apply Hong Kong law in construing the parties’ employment relationship. In particular, had Hong Kong law been applicable instead of Florida law, the non-complete clause relied on by MWK would be inapplicable or unenforceable as against me.
- (c) As regards a liquidated damages clause in the employment contract:-
 - (i) Whether the US Court erred in rejecting my defence of waiver and holding that I had fully waived my right to challenge the same; and
 - (ii) Whether it is valid as a matter of Floridan law in circumstances where it has the effect of “renewing” for 12 months each time I come into “contact with” any candidate or client in my line of work anywhere in the world.

28. Without waiving privilege, I have been advised by my US Counsel that there are strong merits in my appeal against the US Judgment.

29. In any event, I have been advised (without waiving privilege) and I verily believe that merits is but one factor relevant to the exercise of discretion by this Honourable Court on whether to grant security for costs.

A5. Yuliya's Position

30. Yuliya has made three claims under the ASOC against the Defendants. These are claims for damages for libel, including aggravated and exemplary damages, in respect of:-

- (a) An email dated 10 January 2017 sent at around 1:48 p.m. and published or caused to be published by the 1st and 2nd Defendants and which contained defamatory statements concerning me and Yuliya (see ASOC paragraph 32);
- (b) An email dated 20 July 2017 sent at around 12:43 p.m. and published or caused

to be published by the 1st and 2nd Defendants and which contained defamatory statements concerning me and Yuliya (see ASOC paragraph 37A); and

- (c) An email dated 28 November 2017 sent at around 7:01 p.m. and published or caused to be published by the 1st and 2nd Defendants and which contained defamatory statements concerning me and Yuliya (see ASOC paragraph 38).

31. As can be seen from the above, Yuliya's claims made in these proceedings are all jointly made with my claims. I have been advised (without waiving privilege) and I verily believe that, as our claims arose out of the same cause(s) of action, any cost orders in respect of Yuliya's claims, if made, are likely to be made jointly against both of us, which I demonstrably have the ability and means to meet in full. In this regard, I shall leave it to counsel to advance submissions on my behalf.

32. In passing, I note that the Defendants had in paragraphs 34-35 of Kinney 3rd claimed that the 2nd Plaintiff's causes of action herein are different from mine. Whilst I deny that this is the case for reasons I have just stated (in relation to Yuliya), this point is simply irrelevant because the Defendants are not presently seeking any order for security for costs as against the 2nd Plaintiff in this Application.

B. Quantum

33. In any event, and without prejudice to the above position, the amount of security for costs sought by the Defendants is manifestly excessive in that it contains work for which the Defendants would not be entitled to costs if successful at trial, for example as a result of unreasonable duplication of work by senior lawyers. There is now produced and shown to me marked exhibit "EJ-18" a List of Objections of the Defendants' draft Statement of Costs.

34. In this regard, I shall leave submissions to be advanced by my lawyers on my behalf at the hearing of the Application.

C. Conclusion

For the reasons set out above, I respectfully pray that the Application be dismissed with costs to the 1st and 3rd Plaintiffs.

And I make oath and say that the contents of this Affidavit are true.

SWORN at)
)
)
)
)
on this day of 2022)

Before me,


This Affidavit is filed on behalf of the 1st and 3rd Plaintiffs.

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

Between

EVAN P. JOWERS	1 st Plaintiff
ALEJANDRO VARGAS	2 nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff

and

ROBERT EMMETT KINNEY	1 st Defendant
KINNEY RECRUITING LIMITED	2 nd Defendant

4TH AFFIDAVIT OF EVAN P. JOWERS

Dated the day of 2022.
Filed on the day of 2022.

DLA PIPER HONG KONG
Solicitors for the 1st, 2nd and 3rd Plaintiffs
25th Floor
Three Exchange Square
8 Connaught Place
Central, Hong Kong
Tel: 2103 0808
Fax: 2810 1345
Ref.: MN/SWA/WSHA/394055/2

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

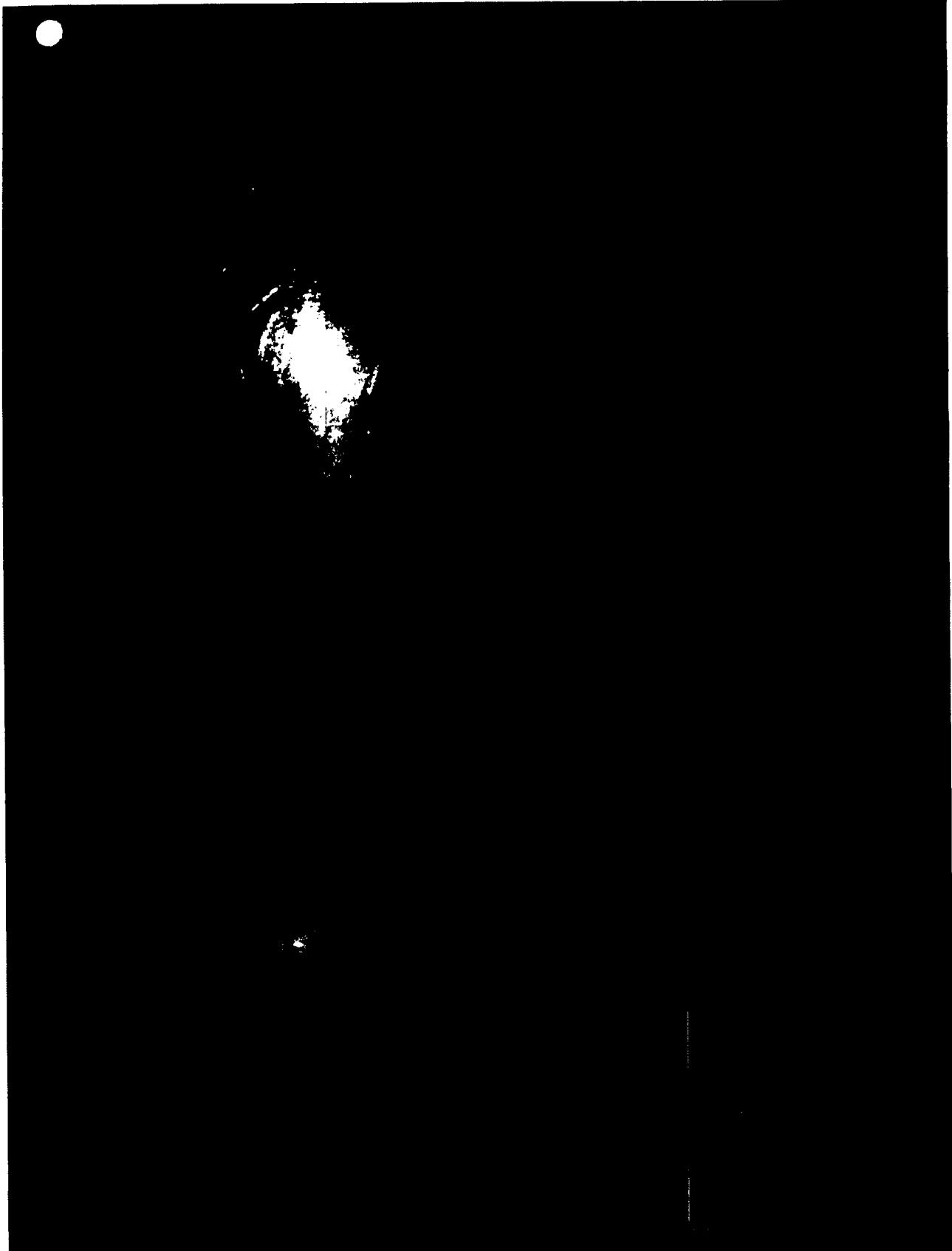
EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-10" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

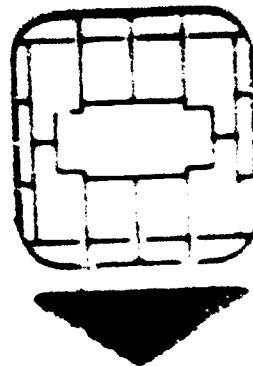
<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-10	Copies of the Hong Kong Identity Card of the 1 st Plaintiff and Tatjana Suhotska	24.09.2018	2

Before me,



香港居民身份
HONG KONG IDENTITY

SUMOTSKA, Tatjana



出生日期 Date of Birth

太平

簽發日期 Date of Issue



HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS

1st Plaintiff

ALEJANDRO VARGAS

2nd Plaintiff

YULIYA IVANOVNA VINOKUROVA

3rd Plaintiff

and

ROBERT EMMETT KINNEY

1st Defendant

KINNEY RECRUITING LIMITED

2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-11" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-11	Copy of the 1 st Plaintiff's visa application and a letter dated 15 September 2022 issued by the Immigration Department to	14.09.2022 and 15.09.2022	4
	Legis		

Before me,

就業及旅遊簽證組 (24樓)

EMPLOYMENT AND VISIT VISAS SECTION (24/F)



覆函請註明本處檔號 In reply please quote this ref
EEEN-0805606-22(A)

JOWERS, EVAN PHILLIP

香港特別行政區政府
入境事務處
Immigration Department
The Government of the Hong Kong
Special Administrative Region

日期：
Date : 14-09-2022

ER0000009906019

認收通知信
Acknowledgement Letter

申請人姓名：

Applicant's name: JOWERS, EVAN PHILLIP

上述人士遞交的申請書已經收到。申請如有結果，我們會發信通知你。在一般情況下，我們在收妥所需文件後，審批下列各類申請的所需時間如下：

This is to acknowledge receipt of the application from the abovenamed. We shall inform you by letter once the result of your application is available. Upon receipt of all necessary documents, the normal processing times for applications for an entry visa/permit are as follows:

10000311783 ER0000009906019 EE-1246-1/11	旅遊 / 工作的入境簽證 / 進入許可申請 An entry visa/permit application for visit or employment	四星期 4 weeks
	其他入境簽證 / 進入許可申請 (例如：學生、受養人、外籍家庭傭工及外地勞工的入境申請等) Other entry visa/permit applications (e.g. entry applications of students, dependants, foreign domestic helpers and imported workers, etc.)	六星期 6 weeks

香港灣仔告士打道七號入境事務大樓 Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong
圖文傳真 Fax: (852) 2824 1133 • 電郵地址 E-mail Address: enquiry@immd.gov.hk
網址 Website: <http://www.immd.gov.hk/>

申請人可透過網址 www.gov.hk/immdstatusenquiry 或24小時電話查詢系統(852) 3160 8663 查詢申請狀況

Applicants can enquire the application status through the website www.gov.hk/immdstatusenquiry or by 24-hour telephone enquiry system at (852) 3160 8663.

此通知信由電腦打印

This acknowledgement letter is a computer printout

ID813 (General)



就業及旅遊簽證組 [24樓]

EMPLOYMENT AND VISIT VISAS SECTION (24/F)

電話 Tel (852) 2829 3240

圖文傳真 Fax (852) 2136 6334

覆函請註明本處檔號 In reply please quote this ref **EEEN-0805606-22**

香港特別行政區政府

入境事務處

Immigration Department

**The Government of the Hong Kong
Special Administrative Region**

LEGIS VENTURES (HK) COMPANY LIMITED

ATTN

Jason Paul GERBER

By Email: jason@jowersvargas.com

15-09-2022

Dear Sir/Madam,

**Application for Entry for Employment as Professionals in Hong Kong
Re: JOWERS, EVAN PHILLIP + 1**

I refer to the applications for entry for employment as professionals and entry for dependant in Hong Kong of the above-named applicants. Please submit the following documents/information on or before **29-09-2022** (quoting the application reference) through the 'Online Supplementary Document Submission'(by scanning the QR code at the bottom left corner of this letter or visit www.immd.gov.hk/submit-supplementdoc_en.html), by fax (852-2136 6334), by email (cvvs@immd.gov.hk), by post (24th Floor, Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong) or by hand to this office between 8:45 a.m. and 4:30 p.m. from Monday to Friday. This office will close on Saturdays, Sundays and public holidays.

- Organization Chart of the company, showing clearly the divisional structure and the number and names of responsible staff. Please also indicate the applicant's intended position and reporting line in the chart;
- Company detailed staff list including position held and remuneration offered and list of expatriate staff recruited from overseas;
- Recent three months' Mandatory Provident Fund record (documents must be able to show particulars of individual members);
- Property ownership proof or a copy of tenancy agreement of the office;
- An explanatory letter stating why (1)the post could not be filled locally, (2)the applicant fits the job, (3) or why the applicant's presence in HKSAR is essential;
- Proof of local recruitment exercise conducted for the post and response to such recruitment exercise. Please support with candidates' application details such as resumes and interview results (please black out candidates' personal particulars);
- According to the submitted proof of identity of applicant's accompanying family member, the name shown on her passport is [REDACTED] which is different from the name shown on her Hong Kong Identity card (SUHOTSKA, Tatjana). However, she stated at P.5 of ID990A that she has not changed her name before. Please explain.

You may contact the undersigned in case of having any difficulties in submitting the documents/information on time. Besides, please provide written explanation if any of the above required documents/information is unavailable. **Where a document is not in Chinese or English, please arrange official English or Chinese translation certified as a true translation by a sworn translator, court translator, authorized public translator, certified translator, expert translator or official translator.**

香港灣仔告士打道七號入境事務大樓 Immigration Tower, 7 Gloucester Road, Wan Chai, Hong Kong
圖文傳真 Fax: (852) 2824 1133 • 電郵地址 E-mail Address: enquiry@immd.gov.hk
網址 Website: <http://www.immd.gov.hk/>



Online Supplementary
Documents Submission

Yours faithfully,

(TH WONG)
for Director of Immigration

IMPORTANT NOTICE

- (a) *The submission of the requested document(s) has no implication that the application(s) would be approved automatically.*
- (b) *Formal translation from competent authorities must be submitted together with document(s) that is(are) not in English / Chinese.*
- (c) *Additional document(s) may be required if necessary.*

此郵件由系統自動編寫，無須簽署。

This is a system generated letter and no signature is required.

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-12" referred to in the 4th Affidavit of Evan P. Jowers dated the day of 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-12	Letter from IFC Development Limited on behalf of Four Seasons Place dated 25 October 2022	25.10.2022	1

Before me,



25 October 2022

To Whom It May Concern

We act for the owner, "IFC Development Limited", of Four Seasons Place Hong Kong, No. 8 Finance Street, Central, Hong Kong.

On behalf of the owner, we confirm that MR. JOWERS, EVAN PHILLIP has signed up the Long Staying Agreements and stayed in the following rooms during the mentioned periods:

Room	Staying period
Room 5542	19/01/2017 – 06/03/2017
Room 3536	09/08/2017 – 08/09/2017
Room 4736	26/09/2017 – 25/10/2017
Room 2542	01/12/2017 – 23/12/2017
Room 3636	10/01/2018 – 07/02/2018
Room 4936	08/03/2018 – 16/04/2018
Room 4642	30/09/2018 – 29/10/2018
Room 4936	20/11/2018 – 20/12/2018
Room 5642	17/01/2018 – 16/02/2018
Room 5042	09/03/2019 – 08/04/2019
Room 5136	26/04/2019 – 23/05/2019
Room 5136	14/11/2019 – 13/12/2019

Yours faithfully
For and on behalf of
FOUR SEASONS PLACE HONG KONG

A handwritten signature in black ink, appearing to read "Mable Li".

MABLE LI
LEASING MANAGER

ME/kw

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-13" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-13	Receipts issued by the Four Seasons Place for various periods	Various	12

Before me,

Transaction Date: 12/02/2018 17:49:54
 Payment Date: 12/02/2018
 Receipt No: HSBC 0006438302

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 3636 FOUR SEASONS PLACE
 8 FINNCE STREET
 CENTRAL HONG KONG

D83512 01836

FOUR SEASONS PLACE
 Room 3636

10/01/2018 01/02/2018	Room Charges Room Charges (Partial Paid)	10/01/2018 - 31/01/2018 01/02/2018 - 07/02/2018	HKD HKD	63,729.03 21,084.28
--------------------------	---	--	------------	------------------------

Cheque	TRANSFER 06/01/2018:000000	HKD	HKD	84,813.31
Total:		HKD	HKD	84,813.31
T/R Balance	HKD	0.00		

Choi Ng Mui

Transaction Date: 06/03/2018 11:41:09
 Payment Date: 06/03/2018
 Receipt No: HSBC 0006456482

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 3636 FOUR SEASONS PLACE
 8 FINNCE STREET
 CENTRAL HONG KONG

FOUR SEASONS PLACE
 Room 3636

D83512 01836

		01/02/2018 - 07/02/2018	HKD	1,365.72
01/02/2018	Room Charges (Partial Paid)			

Cheque	TRANSFER 05/03/2018:000000	HKD	1,365.72
Total:		HKD	1,365.72
T/R Balance	HKD	0.00	

Choi Ng Mui

Transaction Date: 1303/2018 16:16.01
 Payment Date: 1303/2018
 Receipt No: HSBC 006464888

Page 1 of 1

Official Receipt(Reprint)

FOUR SEASONS PLACE
 Room 4936

JOWERS EVAN PHILLIP
 ROOM 4936 FOUR SEASONS PLACE
 8 FINNCE STREET
 CENTRAL HONG KONG

D84468 01836

08/03/2018	Room Charges	08/03/2018 - 31/03/2018	HKD	72,000.00
01/04/2018	Room Charges (Partial Paid)	01/04/2018 - 07/04/2018	HKD	16,434.28

Cheque	TRANSFER 05/03/2018:0000000	HKD	88,434.28
Total:		HKD	88,434.28
T/R Balance	HKD	0.00	

Choi Ng Mui

Transaction Date: 11/04/2018 14:44:24
 Payment Date: 11/04/2018
 Receipt No: HSBC 0006490701

Page 1 of 1

Official Receipt(Reprint)

FOUR SEASONS PLACE
 Room 4936

JOWERS EVAN PHILLIP
 ROOM 4936 FOUR SEASONS PLACE
 8 FINNACE STREET
 CENTRAL HONG KONG

D84468 01836

01/04/2018	Room Charges (Partial Paid)	01/04/2018 - 07/04/2018	HKD	5,265.72
08/04/2018	Room Charges (Partial Paid)	08/04/2018 - 16/04/2018	HKD	22,634.28

Cheque	TRANSFER 10/04/2018:000000	HKD	HKD	HKD
Total:		27,900.00	27,900.00	27,900.00
T/R Balance	HKD	0.00		

Choi Ng Mui

Transaction Date: 04/10/2018 14:23:24
 Payment Date: 04/10/2018
 Receipt No: HSBC 0006667481

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 4936 FOUR SEASONS PLACE
 8 FINNACE STREET
 CENTRAL HONG KONG

FOUR SEASONS PLACE
 Room 4936

08/04/2018	Room Charges (Partial Paid)	08/04/2018 - 16/04/2018	HKD	5,265.72

D84468 01836

Cheque	TRANSFER 28/09/2018:000000	HKD	HKD	5,265.72
Total:		HKD		5,265.72
T/R Balance	HKD	0.00		

Choi Ng Mui

Transaction Date: 23/10/2018 11:55:08
Payment Date: 23/10/2018
Receipt No.: HSBC 0006689970

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
ROOM 4642 FOUR SEASONS PLACE
8 FINNACE STREET
CENTRAL HONG KONG

FOUR SEASONS PLACE
Room 4642

30/09/2018
01/10/2018
Room Charges
Room Charges

01834 D90943

Transaction Date: 26/11/2018 17:01:12
 Payment Date: 26/11/2018
 Receipt No: HSBC 0006724671

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 4936 FOUR SEASONS PLACE
 8 FINNACE STREET
 CENTRAL HONG KONG

FOUR SEASONS PLACE
 Room 4936

D91969 01836

	20/11/2018 - 30/11/2018	HKD	35,383.33
Room Charges	01/12/2018 - 19/12/2018	HKD	59,145.16
Room Charges			

Cheque	TRANSFER 19/11/2018:000000	HKD	94,528.49
Total:		HKD	94,528.49
T/R Balance	HKD	0.00	

Choi Ng Mui

Official Receipt(Reprint)

Transaction Date: 17/10/2019 15.12.22
Payment Date: 17/10/2019
Receipt No: HSBC 0006772796

Page 1 of 1

JOWERS EVAN PHILLIP
ROOM 4936 FOUR SEASONS PLACE

CENTRAL HONG KONG

20/12/2018	Room Charges	20/12/2018 - 20/12/2018	HKD	3,112.90
			01/03/2019	01/03/2019

Cheque	TRANSFER 17/01/2019:0000000	HKD	3,112.90	HKD	3,112.9
Total:		HKD	3,112.90		
T/R Balance	HKD	0.00			

Transaction Date: 21/03/2019 17:14:30
 Payment Date: 21/03/2019
 Receipt No.: HSBC 0006833863

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 5042 FOUR SEASONS PLACE
 8 FINANCE STREET
 CENTRAL HONG KONG

FOUR SEASONS PLACE
 Room 5042

D94786 01836

09/03/2019 01/04/2019	Room Charges Room Charges (Partial Paid)	09/03/2019 - 31/03/2019 01/04/2019 - 08/04/2019	HKD HKD	67,145.16 24,132.84
--------------------------	---	--	------------	------------------------

Cheque Temporary Receipt	TRANSFER 08/03/2019:000000	HKD HKD	90,578.00 700.00	HKD	91,278.00
Total:	HKD	91,278.00			
TR Balance	HKD	0.00			

Choi Ng Mui

Transaction Date: 25/04/2019 13:58:10
 Payment Date: 25/04/2019
 Receipt No: HSBC 0006873842

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 5042 FOUR SEASONS PLACE

8 FINNACE STREET
 CENTRAL HONG KONG

D94786 01836

01/04/2019 Room Charges (Partial Paid) 01/04/2019 - 08/04/2019 HKD 0.49

Cheque	TRANSFER 25/04/2019:000000	HKD	0.49
Total:		HKD	0.49
T/R Balance	HKD	0.00	

Choi Ng Mui

Transaction Date: 03/05/2019 18:24:11
 Payment Date: 03/05/2019
 Receipt No: HSBC 0006878807

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 5136 FOUR SEASONS PLACE

8 FINNCE STREET
 CENTRAL HONG KONG

D96069 01836

26/04/2019	Room Charges	26/04/2019 - 30/04/2019	HKD	16,083.33
01/05/2019	Room Charges (Partial Paid)	01/05/2019 - 23/05/2019	HKD	69,598.18

Cheque	TRANSFER 25/04/2019 000000	HKD	85,681.51
Total:		HKD	85,681.51
T/R Balance	HKD	0.00	

Choi Ng Mui

Transaction Date: 22/11/2019 12:15:02
 Payment Date: 22/11/2019
 Receipt No: HSBC 0007107857

Page 1 of 1

Official Receipt(Reprint)

JOWERS EVAN PHILLIP
 ROOM 5136 FOUR SEASONS PLACE
 8 FINNCE STREET
 CENTRAL HONG KONG

E01968 01836

14/11/2019 - 30/11/2019
 01/12/2019 - 13/12/2019
 Room Charges HKD 54,286.67
 Room Charges HKD 40,174.19
 Temporary Receipt HKD 0.14

Cheque	TRANSFER 08/11/2019:000000	HKD	94,461.00
Total:		HKD	94,461.00
T/R Balance	HKD 0.14		

Choi Ng Mui

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-14" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-14	Long Staying Agreements	Various	12

Before me,



Four Seasons Place Hong Kong
Long Staying Agreement

ifc

FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 09 January 2017

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

19 January 2017 – 18 February 2017 (both days inclusive)

3. No. & Type of Room

Room 5542 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.

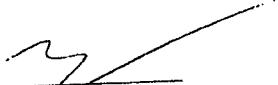
7. Deposit

HK\$82,200.00. Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$82,200.00 per room/pcr month inclusive of Broadband Internet Connection.

Principal Guest,


Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

Confirmed by the Suite Hotel

IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fsphk.com



Four Seasons Place Hong Kong
Long Staying Agreement

ifc

FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date : 31 July 2017

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

09 August 2017 – 08 September 2017 (both days inclusive)

3. No. & Type of Room

Room 3536 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.

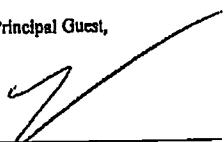
7. Deposit

HK\$83,500.00. Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$83,500.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,


Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

Confirmed by the Suite Hotel


IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com



Four Seasons Place Hong Kong
Long Staying Agreement

ifc

FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 7 September 2017

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

26 September 2017 – 25 October 2017 (both days inclusive)

3. No. & Type of Room

Room 4736 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. **ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.**

7. Deposit

HK\$84,400.00. (Partial deposit of HK\$83,500.00 will be transferred from the previous Long Staying Agreement of Room 3536 dated 31 July 2017 commencing on 09 August 2017 and balance deposit of HK\$900.00 to be paid upon signing of the agreement.) Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the settling off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$84,400.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel


 Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

IFC Development (Suite) Limited
 as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
 Tel: (852) 3196 8228 Fax: (852) 3196 8628
 www.fspk.com

- 1 -

FOUR SEASONS

PLACE
HONG KONG

Our Ref: FSP/Letter/Room 2542
In reply to Please quote our reference number on the letter and envelope.

27 November 2017

BY HAND

MR. JOWERS, EVAN PHILIP
Room 2542 25/F
Four Seasons Place
8 Finance Street
Central Hong Kong

Dear Sir,

Room 2542 (One-Bedroom Suite), Four Seasons Place Hong Kong, 8 Finance Street, Hong Kong

With reference to the phone conversation between your goodself and our Ms. Jade Lam regarding your interest to take up the captioned premises, we would like to list hereunder the terms and conditions for your confirmation: -

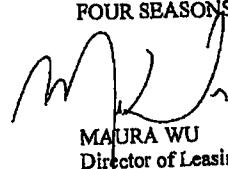
Licence Term	:	01 December 2017 – 22 December 2017 (both days inclusive)
Licensee	:	MR. JOWERS, EVAN PHILIP
Registered Guest	:	MR. JOWERS, EVAN PHILIP
Room charges (01/12/2017 - 22/12/2017)	:	HK\$58,193.55
Deposit	:	HK\$82,000.00
Other Terms and Conditions	:	Please see overleaf.

Deposit of HK\$82,000.00 will be transferred from the previous Long Staying Agreement of Room 4736 dated 7 September 2017 commencing on 26 September 2017 and credit balance deposit of HK\$2,400.00 shall be applied as partial payment of the room charges for this agreement of Room 2542. Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Licensee the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

Please find attached a service guide for your information which includes all the facilities and services we provide and the guidelines that all guests are requested to comply.

Kindly sign on this letter to confirm your acceptance of the above terms and return one signed copy together with the amount of money in sum of HK\$55,793.55 payable to "IFC Development (Suite) Limited" for the said period to us on or before 30 November 2017.

Yours faithfully
For and on behalf of
FOUR SEASONS PLACE HONG KONG


MAJURA WU
Director of Leasing

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com

MW/mf/jal
Encl.

Confirmed and Agreed by


MR. JOWERS, EVAN PHILIP



Four Seasons Place Hong Kong
Long Staying Agreement



FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date : 27 December 2017

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

10 January 2018 – 07 February 2018 (both days inclusive)

3. No. & Type of Room

Room 3636 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.

7. Deposit

HK\$89,800.00 (Partial deposit of HK\$82,000.00 will be transferred from the previous Long Staying Agreement of Room 2342 dated 27 November 2017 commencing on 1 December 2017 and balance deposit of HK\$7,800.00 to be paid upon signing of the agreement.) Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the settling off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$89,800.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

Confirmed by the Suite Hotel
and on behalf of
IFC DEVELOPMENT (SUITE) LIMITED

.....
Signature of IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com



Four Seasons Place Hong Kong
Long Staying Agreement

tfc

FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest") Fax No.: _____
TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel") Fax No.: (852) 3196 8628
Date : 05 February 2018

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest
MR. JOWERS, EVAN PHILIP

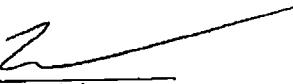
(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")
2. Period of Stay
08 March 2018 – 07 April 2018 (both days inclusive)
3. No. & Type of Room
Room 4936 (One-Bedroom Suite)
4. Monthly Rate
The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.
5. Other Terms and Conditions: Please see overleaf.
6. Method of Payment
All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. **ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.**
7. Deposit
HK\$93,000.00. (Partial deposit of HK\$89,800.00 will be transferred from the previous Long Staying Agreement of Room 3636 dated 27 December 2017 commencing on 10 January 2018 and balance deposit of HK\$3,200.00 to be paid upon signing of the agreement.) Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of the vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$23,000.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel


Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

IPC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.ifphk.com



Four Seasons Place Hong Kong
Long Staying Agreement

FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 29 August 2018

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

30 September 2018 – 29 October 2018 (both days inclusive)

3. No. & Type of Room

Room 4642 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. **ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.**

7. Deposit

HK\$89,500.00. (Deposit of HK\$89,500.00 will be transferred from the previous Long Staying Agreement of Room 4936 dated 5 February 2018 commencing on 8 March 2018 and credit balance deposit of HK\$3,500.00 shall be applied as partial payment of the room charges for this agreement of Room 4642.) Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$89,500.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel


Signature of Principal Guest
MR. JOWERS, EVAN PHILIP

IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com



Four Seasons Place Hong Kong
Long Staying Agreement

ifc

PROM: MR. JOWERS, EVAN PHILLIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 29 October 2018

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILLIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

20 November 2018 – 19 December 2018 (both days inclusive)

3. No. & Type of Room

Room 4936 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. **ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.**

7. Deposit

HK\$96,500.00. (Deposit of HK\$89,500.00 will be transferred from the previous Long Staying Agreement of Room 4642 dated 29 August 2018 commencing on 30 September 2018 and balance deposit of HK\$7,000.00 to be paid upon signing of the agreement). Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the Principal Guest the said deposit without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the settling off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$96,500.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel

Signature of Principal Guest
MR. JOWERS, EVAN PHILLIP

IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com

- 1 -



Four Seasons Place Hong Kong
Long Staying Agreement



FROM: MR. JOWERS, EVAN PHILIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
 IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 4 January 2019

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

17 January 2019 – 16 February 2019 (both days inclusive)

3. No. & Type of Room

Room 5642 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.

7. Deposit

HK\$91,200.00. (Deposit of HK\$91,200.00 will be transferred from the previous Long Staying Agreement of Room 4936 dated 29 October 2018 commencing on 20 November 2018 and credit balance deposit of HK\$5,300.00 shall be applied as partial payment of the room charges for this agreement of Room 5642). Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the principal guest the said deposit by cheque or bank transfer (or such other means as the Suite Hotel may consider appropriate in its sole and absolute discretion) without interest (if within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the settling off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$91,200.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel


 Signature of Principal Guest
 MR. JOWERS, EVAN PHILIP

IFC Development (Suite) Limited
 as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
 Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.hk



Four Seasons Place Hong Kong
Long Staying Agreement



FROM: MR. JOWERS, EVAN PHILLIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date: 25 February 2019

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILLIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

9 March 2019 – 8 April 2019 (both days inclusive)

3. No. & Type of Room

Room 5042 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.

7. Deposit

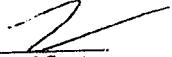
HK\$90,500.00 (Deposit of HK\$90,500.00 will be transferred from the previous Long Staying Agreement of Room 5642 dated 4 January 2019 commencing on 17 January 2019 and credit balance deposit of HK\$700.00 shall be applied as partial payment of the room charges for this agreement of Room 5042). Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the principal guest the said deposit by cheque or bank transfer (or such other means as the Suite Hotel may consider appropriate in its sole and absolute discretion) without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the setting off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$90,500.00 per room/per month inclusive of Broadband Internet Connection.

Confirmed by the Suite Hotel

Principal Guest,


Signature of Principal Guest
MR. JOWERS, EVAN PHILLIP

IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fsp.hk.com



Four Seasons Place Hong Kong
Long Staying Agreement



FROM: MR. JOWERS, EVAN PHILLIP ("Principal Guest")

Fax No.: _____

TO: IFC Development (Suite) Limited, as agent for
IFC Development Limited (the "Suite Hotel")

Fax No.: (852) 3196 8628

Date : 17 October 2019

I/We confirm our stay as suite hotel guest at Four Seasons Place Hong Kong on the following terms and conditions, as well as the terms, conditions and regulations contained in the current edition of the "Service Guide" which constitute part of this agreement.

1. Name of Registered Guest

MR. JOWERS, EVAN PHILLIP

(the Principal Guest and Registered Guest are hereinafter collectively referred to as the "guest")

2. Period of Stay

14 November 2019 – 13 December 2019 (both days inclusive)

3. No. & Type of Room

Room 5136 (One-Bedroom Suite)

4. Monthly Rate

The guest shall pay to the Suite Hotel for the occupation of the suite hotel room the sum(s) as set out in the Schedule hereto per month being the room charges and other payments (if any) payable in advance on the first day of each and every calendar month without deduction and set-off whatsoever. The first and the last of such payments will be apportioned according to the actual number of calendar days in the relevant month included in the period of the stay. The first of such payments shall be made upon signing hereof.

5. Other Terms and Conditions: Please see overleaf.

6. Method of Payment

All expenses including room charges, food and beverage charges, laundry charges, charges for use of amenities, transportation expenses and bank charges will be borne by the guest. Advance payment of one month's room charges shall be paid prior to the commencement date of the agreed period of stay. Any outstanding payment, if any, shall be fully paid upon checking out or at such time as the Suite Hotel may advise, and the payment required for extension, if any, of stay shall be settled at the beginning of each extended period. **ALL PAYMENTS IN ADVANCE ARE NON-REFUNDABLE.**

7. Deposit

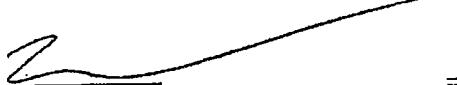
HK\$25,800.00. Provided that all the obligations on the part of the guest shall have been complied with by the guest, the Suite Hotel shall refund to the principal guest the said deposit by cheque or bank transfer (or such other means as the Suite Hotel may consider appropriate in its sole and absolute discretion) without interest within 30 days from (i) the date of delivery of vacant occupation of the suite hotel room and/or storage facilities provided (if any) to the Suite Hotel; or (ii) the expiry of the agreed period of stay, whichever is later. The Suite Hotel reserves the right to make deduction(s) from the said deposit for the settling off of losses and damages and/or the making good of loss and damage which may be suffered or sustained by the Suite Hotel as the result of any breach by the guest of any of the terms and conditions of the stay.

SCHEDULE

Room charges: HK\$25,800.00 per room/per month inclusive of Broadband Internet Connection.

Principal Guest,

Confirmed by the Suite Hotel


Signature of Principal Guest
MR. JOWERS, EVAN PHILLIP

IFC Development (Suite) Limited
as agent for IFC Development Limited

Room 1028, Four Seasons Place Hong Kong, 8 Finance Street, Central, Hong Kong
Tel: (852) 3196 8228 Fax: (852) 3196 8628
www.fspk.com

- 1 -

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-15" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-15	Various payment vouchers issued by the Inland Revenue Department to the 1 st Plaintiff and evidence of payment between May 2021 and July 2022	Various	12

Before me,



收據 Receipt

本收據是按照背面所列的條款及條件而發出。
This receipt is issued on the terms and conditions printed overleaf.

日期
Date:

04/05/2021 16:25:32

付款類別

(a) Payment Type:

Salaries Tax

參考編號

(b) Reference:

92462599189

款額

(c) Amount:

\$154,500.00

機印所示金額收斂 (備註: 收據須待支票承兌後才屬有效)

Pos 633A (3/2005)

RECEIVED the sum printed (N.B. Receipt is valid only after cheque has been cleared)

2018 04/05/21 26KTN 000161 CHQ \$154,500.00 S





收據 Receipt

本收據是按照背頁所列的條款及條件而發出。
This receipt is issued on the terms and conditions printed overleaf.

日期
Date:

07/07/2021 16:24:00

付款類別

(a) Payment Type:

Salaries Tax

參考編號

(b) Reference:

92462599189

款額

(c) Amount:

\$75,000.00

機印所示金額收斂 (備註: 收據須待支票承兌後才屬有效)

Pos 633A (3/2005)

RECEIVED the sum printed (N.B. Receipt is valid only after cheque has been cleared)



2018 07/07/21 24KTN 000723 CHQ \$75,000.00 S



收據 Receipt

本收據是按照背頁所列的條款及條件而發出。
This receipt is issued on the terms and conditions printed overleaf.

日期
Date: 12/07/2021 15:11:43

付款類別
(a) Payment Type:

Salaries Tax

參考編號
(b) Reference: 92442599189

款額
(c) Amount: \$75,000.00

機印所示金額收訖 (備註: 收據須待支票承兌後才屬有效)
Pos 633A (3/2005) RECEIVED the sum printed (N.B. Receipt is valid only after cheque has been cleared)

2022 12/07/21 26KTN 000367 CH0 \$75,000.00





收據 Receipt

本收據是按照背頁所列的條款及條件而發出。
This receipt is issued on the terms and conditions printed overleaf.

日期
Date: 22/07/2021 11:20:35

(a) 付款類別
Payment Type:

(b) 參考編號 Reference: 92452599129

(c) Amount: *4,50,000/-*

機印所示金額收斂 (備註: 收據須待支票承兌後才屬有效)
Pos 633A (03/2005) RECEIVED the sum printed (N.B. Receipt is valid only after cheque has been cleared)
20-8 22/07/21 249PC 000003 CHG \$150,000.00 S

 Hong Kong Post
香港郵政



收據 Receipt

本收據是按照背頁所列的條款及條件而發出。
This receipt is issued on the terms and conditions printed overleaf.

日期
Date:

31/08/2021 11:46:13

付款類別

(a) Payment Type:

Salaries Tax

參考編號

(b) Reference:

924525991E2

款額

(c) Amount:

\$150,000.00

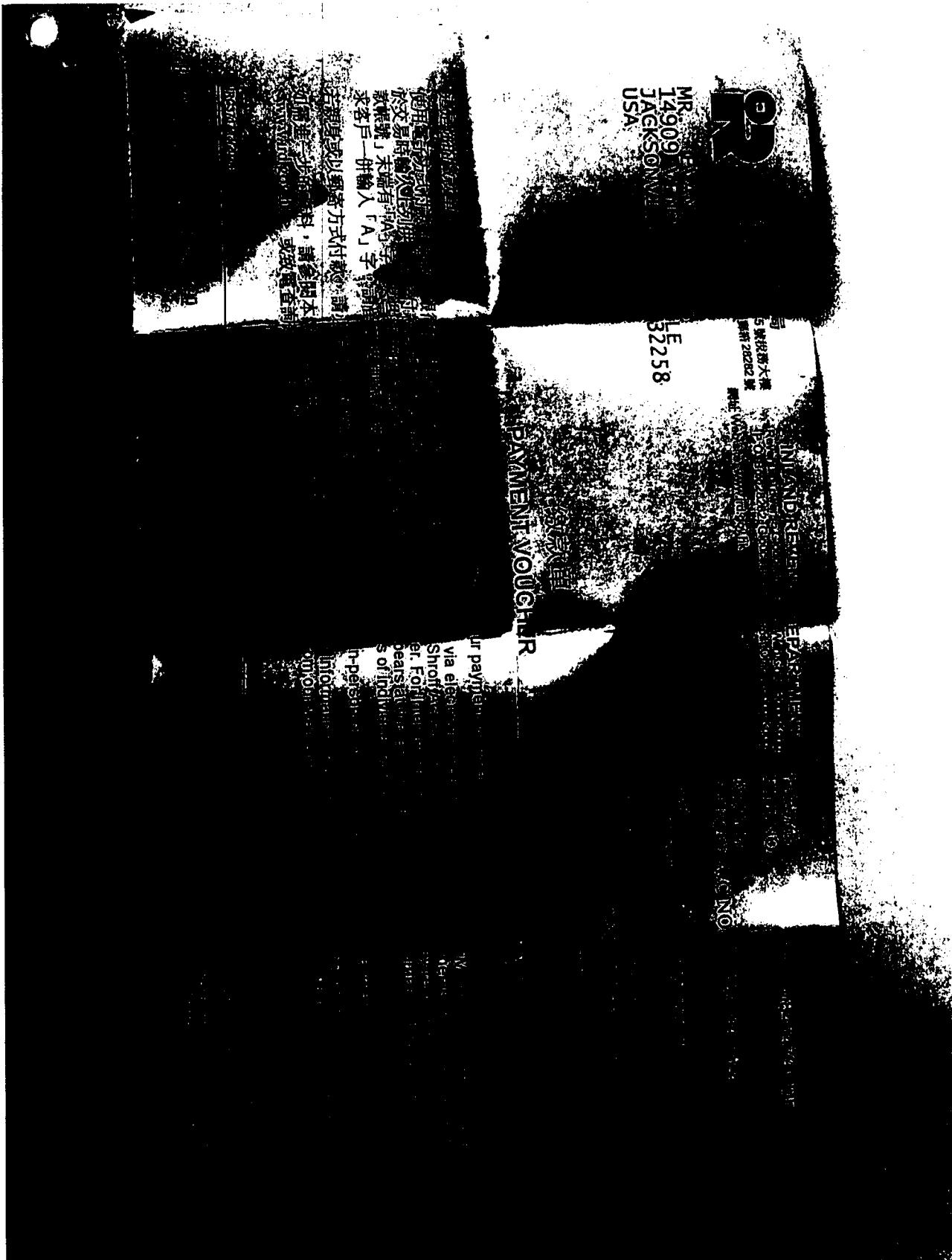
機印所示金額收訖 (備註: 收據須待支票承兌後才屬有效)

Pos 833A (03/2005)

RECEIVED the sum printed (N.B. Receipt is valid only after cheque has been cleared)

2018 31/08/21 26KTN 000046 CHQ \$150,000.00







稅務局
香港灣仔告士打道 5 號稅務大樓
香港告士打道郵政局 28282 號

INLAND REVENUE DEPARTMENT
Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong
P.O. Box 28282, Gloucester Road Post Office, Hong Kong.

網址 Web site: www.ird.gov.hk

MR. EVAN, JOWERS
14909 VENOSA CIRCLE
JACKSONVILLE, FL 32258
USA

繳款單
PAYMENT VOUCHER

檔案號碼
FILE NO. 6H1- M8474791 DF

收款帳號
SHROFF A/C NO. 9-2924194-18-4

款額
AMOUNT \$150,000.00

繳款期限
2021年10月30日
PAY ON/BEFORE 30 Oct 2021

電子付款專用的收款帳號 Shroff Account Number for electronic payments
92924194184

這是你的繳款單。

使用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」，如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背面、瀏覽本局網頁
www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For Internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed information can also be obtained from our web site < www.ird.gov.hk > or information hotline 187 8033.

IRC3717 (3/2014)
2018 30/10/21 26T00 000001 CHQ \$150,000.00

機印所示金額收讫
(收據須待支票兌現後才屬有效)

RECEIVED the sum imprinted as shown
(The receipt is valid only after the cheque is cleared.)



稅務局

香港灣仔告士打道5號稅務大樓
設港告士打道郵政局郵箱28282號

網址 Web site: www.ird.gov.hk

MR. EVAN, JOWERS
14909 VENOSA CIRCLE
JACKSONVILLE, FL 32258
USA

INLAND REVENUE DEPARTMENT

Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong.
P.O. Box 28282, Gloucester Road Post Office, Hong Kong.

網址 Web site: www.ird.gov.hk

繳款單
PAYMENT VOUCHER

檔案號碼
FILE NO. 6H1- M8474791 DF

收款帳號
SHROFF A/C NO. 9-2462599-18-9

款額
AMOUNT \$150,000.00

繳款期限
PAY ON/BEFORE 2021年12月30日
30 Dec 2021

電子付款專用的收款帳號 Shroff Account Number for electronic payments
92462599189

這是你的繳款單。

使用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」。如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背面，瀏覽本局網頁 www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For Internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed Information can also be obtained from our web site < www.ird.gov.hk > or information hotline 187 8033.

IRC3717 (3/2014)

機印所示金額收認
(收據領待支票兌現後才屬有效)

RECEIVED the sum imprinted as shown
(The receipt is valid only after the cheque is cleared.)



稅務局
香港灣仔告士打道5號稅務大樓
香港告士打道郵政局前28282號

MR. EVAN JOWERS
14909 VENOSA CIRCLE
JACKSONVILLE, FL 32258
USA

INLAND REVENUE DEPARTMENT
Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong.
P.O. Box 28282, Gloucester Road Post Office, Hong Kong.

網址 Web site: www.ird.gov.hk

檔案號碼
FILE NO. 6H1- M8474791 DF

收款帳號
SHROFF A/C NO. 9-2462599-18-9

款額
AMOUNT \$103,653.00

繳款期限
PAY ON/BEFORE 2022年1月30日
30 Jan 2022

繳款單
PAYMENT VOUCHER

電子付款專用的收款帳號 Shroff Account Number for electronic payments
92462599189

這是你的繳款單。

若用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」。如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背頁、瀏覽本局網頁 www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For Internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed Information can also be obtained from our web site < www.ird.gov.hk > or information hotline 187 8033.

IRC3717 (3/2014)

2018-31/01/22 26TCC 030096 CH9

\$103,653.00 HK

據印所示金額收認
(收據須待支票兌現後才屬有效)

RECEIVED the sum imprinted as shown
(The receipt is valid only after the cheque is cashed.)



稅務局
香港灣仔告士打道5號稅務大樓
香港告士打道郵政局前28282號

MR. EVAN JOWERS
14909 VENOSA CIRCLE
JACKSONVILLE, FL 32258
USA

INLAND REVENUE DEPARTMENT
Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong.
P.O. Box 28282, Gloucester Road Post Office, Hong Kong.

網址 Web site: www.ird.gov.hk

檔案號碼
FILE NO. 6H1- M8474791 DF

收款帳號
SHROFF A/C NO. 9-0055573-19-7

款額
AMOUNT \$46,347.00

繳款期限
PAY ON/BEFORE 2022年1月30日
30 Jan 2022

繳款單
PAYMENT VOUCHER

電子付款專用的收款帳號 Shroff Account Number for electronic payments
90055573197

這是你的繳款單。

若用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」。如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背頁、瀏覽本局網頁 www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For Internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed Information can also be obtained from our web site < www.ird.gov.hk > or information hotline 187 8033.

IRC3717 (3/2014)

2018-31/01/22 26TCC 030096 CH9

\$46,347.00 HK

據印所示金額收認
(收據須待支票兌現後才屬有效)

RECEIVED the sum imprinted as shown
(The receipt is valid only after the cheque is cashed.)



Payment details

Preview

Acknowledge

Acknowledge



● Your instruction has been received. Please note the reference number for your records.

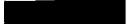
Reference

Transaction reference number

N30152699667

Pay to

INLAND REVENUE DEPARTMENT



01 TAX DEMAND NOTE

From

HKD Savings



- Business Integrated HKD Savings

Amount

HKD **150,000.00**

Payment date

Now

Transaction request submitted within business hours will be processed on the same day. Otherwise, it will be processed on the next working day.

[Make another](#)



稅務局
香港薄仔街11號
香港郵政總局郵政總局28282號

INLAND REVENUE DEPARTMENT
Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong
P.O. Box 28282, Gloucester Road Post Office, Hong Kong

網址 Web site: www.ird.gov.hk

MR. EVAN JOWERS
14909 VENOSA CIRCLE
JACKSONVILLE, FL 32258
USA

檔案號碼
FILE NO. 6H1- M8474791 DF

收款帳號
SHROFF A/C NO. 9-0055573-19-7

款額
AMOUNT \$150,000.00

繳款期限
PAY ON/BEFORE 2022年4月30日
2022 Apr 30

電子付款專用的收款帳號 Shroff Account Number for electronic payments
90055573197

這是你的繳款單。

使用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」。如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背面、瀏覽本局網頁 www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For Internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the Instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed information can also be obtained from our web site < www.ird.gov.hk > or Information hotline 187 8033.

IRC3717 (3/2014)

2018 03/05/22 24706 000022 CHQ \$150,000.00 S

複印所示金額收據
(收據須待支票兌現後才屬有效)

RECEIVED the sum imprinted as shown
(The receipt is valid only after the cheque is cleared.)



稅務局
香港灣仔告士打道5號稅務大樓
香港特別行政區政府郵政局28282號
MR. EVAN JOWERS
FLAT/RM 1104 11/F
CRAWFORD HOUSE
70 QUEEN'S ROAD CENTRAL
CENTRAL

INLAND REVENUE DEPARTMENT
Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong
P O Box 28282, Gloucester Road Post Office, Hong Kong
網址 Web site: www.ird.gov.hk

HK

繳款單
PAYMENT VOUCHER

檔案號碼 6H1-M8474791 DF

FILE NO.

收款帳號 SHROFF A/C NO. 9-2924194-18-4

款類 AMOUNT \$70,689.00

請即繳付
Please pay immediately

電子付款專用的收款帳號 Shroff Account Number for electronic payments
92924194184

這是你的繳款單。

使用電子方式付款（電話、銀行自動櫃員機或互聯網），請於交易時輸入上列供「電子付款專用的收款帳號」。如「收款帳號」末端有「A」字，某些銀行的互聯網上繳費或會要求客戶一併輸入「A」字，請留意個別銀行指示。

若親身或以郵寄方式付款，請必須遞交本繳款單。

如需進一步的資料，請參閱本繳款單背面、瀏覽本局網頁 www.ird.gov.hk 或致電查詢熱線 187 8033。

This is your payment voucher.

If you pay via electronic means (by phone, bank ATM, or the Internet), please enter the "Shroff Account Number for electronic payments" printed at the top of this voucher. For internet payments, some banks may require input of the letter "A" if it appears at the end of the "Shroff Account Number". Please refer to the instructions of individual banks.

If you pay in-person or by post, please present this payment voucher intact.

For further information, please see overleaf. Detailed information can also be obtained from our web site <www.ird.gov.hk> or information hotline 187 8033.

IRC3717 (3/2014)

DATE 17/07/2024 10:00:00 AM HKT

機印所示金額收讫
(收據須待支票兌現後才屬有效)

RECEIVED the sum Imprinted as shown
(The receipt is valid only after the cheque is cleared.)

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as “EJ-16” referred to in the 4th Affidavit of Evan P. Jowers dated the day of 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-16	Copy of a Form NSC1 (Return of Allotment) of Legis filed with the Companies Registry on 19 July 2022	19.07.2022	5

Before me,



公司註冊處
Companies Registry

存案 Filed

股份配發申報書
Return of Allotment

表格
Form NSC1

公司編號 Company Number

2453926

1 公司名稱 Company Name

Legis Ventures (HK) Company Limited

2 配發股份的日期 Date of Allotment

由 From

07 / 07 / 2022

至 To

日 DD / 月 MM / 年 YYYY

日 DD / 月 MM / 年 YYYY

3 是次股份配發的總款額 Totals of this Allotment



上述公司的已發行股本因是次配發股份而增加的款額如下：

As a result of this allotment, the company's issued share capital is increased by the following amount:

貨幣單位 Currency	款額 Amount
HKD	9,000

上述公司的已發行股本並未因是次配發股份而增加(在此情況不用申報第 4 項)

The company's issued share capital is not increased as a result of this allotment. (No need to complete Section 4 in this situation)

4 配發股份的詳情 Details of Shares Allotted

A. 以金錢代價配發的股份 Shares Allotted for Cash Consideration

股份的類別 (如普通股/優先股) Class of Shares (e.g. Ordinary / Preference etc.)	貨幣單位 Currency	所配發的 股份數目 Number of Shares Allotted	已為或視作已為 每一股份繳付的款額 Amount Paid or Regarded as Paid on Each Share	尚未為或視作尚未為 每一股份繳付的款額 Amount Unpaid or Regarded as Unpaid on Each Share
Ordinary	HKD	9,000	1	0

本處專用 For Official Use

Document Ref. No.70002688029

Submission Date: 19/07/2022

Resubmission Date:-



表格
Form**NSC1**

公司編號 Company Number

2453926

4 配發股份的詳情 Details of Shares Allotted (續上頁 cont'd)**B. 全部或部分以非金錢代價配發的股份 Shares Allotted Wholly or Partly for Non-Cash Consideration**

股份的類別 (如普通股/優先股) Class of Shares (e.g. Ordinary / Preference etc.)	貨幣單位 Currency	所配發的 股份數目 Number of Shares Allotted	已為或視作已為 每一股份繳付的款額 Amount Paid or Regarded as Paid on Each Share	尚未為或視作尚未為 每一股份繳付的款額 Amount Unpaid or Regarded as Unpaid on Each Share

C. 股份配發的非金錢代價的詳情**Details of Non-cash Consideration for which the Shares have been Allotted**

公司以非金錢代價根據《公司條例》第 13 部第 2 分部作出的安排進行股份配發，詳情如下：
Shares are allotted for non-cash consideration under an arrangement made under Division 2 of Part 13 of the Companies Ordinance. The particulars are listed below.

所配發股份已入帳列為已繳足股款(不論有否經過資本化)，詳情如下：
Shares allotted are credited as fully paid up whether on or without a capitalization. The particulars are listed below.

公司以非金錢代價配發上述股份，該配發屬乎《公司條例》第 142(2)(d)(iii) 條所述的合約，而該合約是以書面形式訂立。詳情如下：
Shares are allotted wholly or partly for non-cash consideration in respect of a written contract mentioned in section 142(2)(d)(iii) of the Companies Ordinance. The particulars are listed below.

詳情 Particulars

--

公司以非金錢代價配發上述股份，該配發屬乎《公司條例》第 142(2)(d)(iii) 條所述的合約，而該合約並非以書面形式訂立。現隨本表格附上載有該合約細則的附表一。
Shares are allotted for non-cash consideration in respect of a contract mentioned in section 142(2)(d)(iii) of the Companies Ordinance. The contract is not reduced to writing. A Schedule 1 containing the particulars of the contract is attached to this form.

表格 Form **NSC1**

公司編號 Company Number

2453926

5 獲配發股份者的詳情 Details of Allottee(s)

股份類別 Class of Shares	Ordinary	
配發此類別股份的總數 Total Shares Allotted for this Class	9,000	
姓名／名稱 Name	地址 Address	獲配發股份的數目 No. of Shares Allotted
Evan Phillip JOWERS	612 Hibiscus Drive, Hallandale Beach, FL 33009 USA	8,200
Alexis Carla LAMB	1090 Bascomb Farm Drive, Alpharetta, GA 30009-7137 USA	800

表格 Form NSC1

公司編號 Company Number

2453926

6 股本說明(以股份配發的日期的狀況為準)
Statement of Capital (As at the Date of the Allotment of Shares)

A. 股本 Share Capital

股份的類別 (如普通股/優先股) Class of Shares (e.g. Ordinary / Preference etc.)	貨幣 Currency	已發行股份 Issued Shares			
		總數 Total Number	總款額 Total Amount	已繳或視作已繳 的總款額 Total Amount Paid up or Regarded as Paid up (a)	未繳或視作未繳 的總款額 Total Amount Unpaid or Regarded as Unpaid (a) - (b)
Ordinary	HKD	10,000	10,000	10,000	0

表格 NSC1
Form NSC1

公司編號 Company Number

2453926

6 股本說明(以股份配發的日期的狀況為準) (續上頁)

Statement of Capital (As at the Date of the Allotment of Shares) (cont'd)

B. 股份所附帶的權利的詳情 Particulars of Rights Attached to Shares

只適用於發行超過一類股份的公司 Only applicable to company issuing more than 1 class of shares

股份的類別 (如普通股/優先股等) Class of Shares (e.g. Ordinary / Preference etc.)	附帶的權利的詳情 (包括表決權；在分派股息時參與該項分派的權利； 在分派股本時參與該項分派的權利；該類別股份是否屬可贖回股份) Particulars of rights attached (Including voting rights; rights to participate in a distribution as respects dividends; rights to participate in a distribution as respects capital; whether the shares are redeemable)
NIL	NIL

簽署 Signed : 

Signed by PIN

姓名 Name : GERBER, JASON PAUL

身分 Capacity : 公司秘書 Company Secretary

日期 Date : 19 / 07 / 2022 (日 DD / 月 MM / 年 YYYY)

指明編號 1/2014 (2014年3月) Specification No. 1/2014 (March 2014)

Page 5/5 頁

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-17" referred to in the 4th Affidavit of Evan P. Jowers dated the day of 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-17	Extract of the Directors' Report and Financial Statements of Legis for the year ended 31 March 2020	Undated	3

Before me,

LEGIS VENTURES (HK) COMPANY LIMITED

DIRECTORS' REPORT

AND

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2020

黃馳維會計師事務所
ALBERT WONG & CO.
CERTIFIED PUBLIC ACCOUNTANTS
HONG KONG

LEGIS VENTURES (HK) COMPANY LIMITED

<u>CONTENTS</u>	<u>PAGES</u>
DIRECTORS' REPORT	1 - 2
INDEPENDENT AUDITOR'S REPORT	3 - 5
ANNUAL FINANCIAL STATEMENTS	
INCOME STATEMENT	6
STATEMENT OF FINANCIAL POSITION	7
NOTES TO THE FINANCIAL STATEMENTS	8 - 16

LEGIS VENTURES (HK) COMPANY LIMITED
 INCOME STATEMENT
 YEAR ENDED 31 MARCH 2020

	Notes	2020 HK\$	2019 HK\$
Revenue	4	9,770,472	15,137,437
Other revenue and net gains	4	2,412,549	50,524
		<hr/>	<hr/>
		12,183,021	15,187,961
Operating expenses			
Administrative and other operating expenses		(11,414,329)	(14,375,307)
		<hr/>	<hr/>
Profit before taxation	5	768,692	812,654
Taxation	8	(43,417)	-
		<hr/>	<hr/>
Profit for the year		725,275	812,654
		<hr/>	<hr/>

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-17A" referred to in the 4th Affidavit of Evan P. Jowers

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-17A	Unaudited statement of Legis for the year ending March 2022	27.10.2022	1

Before me,

Legis Ventures (HK) Company Limited Revenues
 1 April 2021 through 31 March 2022

Year	Candidate	Firm	Fee (USD)
2021			
Associate			
Foreign Legal Consultant			
IP Counsel			
Associate			
Partner			
Associate			
Associate			
2022			
Associate			
M&A Counsel			
Associate			
Employment Counsel			
M&A Counsel			
Litigation Counsel			
M&A Counsel			
Partner			
Associate			
Associate			
Counsel			
Associate			
2023			

HKD TOTAL: HK\$22,320,567


 Evan Phillip JOWERS
 Director
 Date: 27 October 2022

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3 rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

4th AFFIDAVIT OF EVAN P. JOWERS

This is the exhibit marked as "EJ-18" referred to in the 4th Affidavit of Evan P. Jowers dated the _____ day of _____ 2022.

<u>No.</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
EJ-18	List of Objections of the Defendants' draft Statement of Costs	28.10.2022	3

Before me,

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

BETWEEN

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff
and	
ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

THE PLAINTIFFS' LIST OF OBJECTIONS TO
THE DEFENDANTS' SKELETON BILL OF COSTS
(UP TO AND INCLUDING CASE MANAGEMENT CONFERENCE)
DATED 15 AUGUST 2022

Objection No.	Bill item no.	Particulars / Objections
<u>Section (1): Pleadings</u>		
1.	1-16	<p>The two lawyers on the Defendants' legal team, namely Mr Barry Paul Hoy ("BPH") and Mr Simon Tong ("SMT") are senior solicitors admitted in 1985 and 2015 respectively. The total time spent by BPH and SMT are excessive and there appears to be duplication of work, particularly given that Counsel has been engaged to assist.</p> <p>Suggest allowing 4 hours for BPH and 15 hours for SMT.</p>
<u>Section (2): Discovery</u>		
2.	17-20	<p>Most of the work performed under this category (such as collating documents and preparing list of documents for the Defendants) should be attended to by more junior lawyers and/or trainee solicitors instead of BPH and SMT.</p> <p>Suggest disallowing time cost of BPH.</p>
<u>Section (3): Case Management and Mediation</u>		
3.	21-33	<p>The time spent is excessive and there appears to be duplication of work for two senior solicitors, particularly given that Counsel has been instructed to handle the same with an estimated fee of HK\$ 200,000.</p> <p>Suggest allowing 5 hours for BPH and 8 hours for SMT.</p>
<u>Section (4): Estimated Disbursements</u>		
4.	N/A	N/A

Dated the 28th day of October 2022.


 DLA PIPER HONG KONG
 Solicitors for the 1st, 2nd and 3rd Plaintiffs

HCA 826/2019

IN THE HIGH COURT OF THE
HONG KONG SPECIAL ADMINISTRATIVE REGION
COURT OF FIRST INSTANCE
ACTION NO. 826 OF 2019

Between

EVAN P. JOWERS	1st Plaintiff
ALEJANDRO VARGAS	2nd Plaintiff
YULIYA IVANOVNA VINOKUROVA	3rd Plaintiff

and

ROBERT EMMETT KINNEY	1st Defendant
KINNEY RECRUITING LIMITED	2nd Defendant

THE PLAINTIFFS' LIST OF OBJECTIONS TO
THE DEFENDANTS' SKELETON BILL OF COSTS
(UP TO AND INCLUDING CASE MANAGEMENT CONFERENCE)
DATED 15 AUGUST 2022

Filed on the 28th day of October 2022.

DLA PIPER HONG KONG
Solicitors for the 1st, 2nd and 3rd Plaintiffs
25th Floor
Three Exchange Square
8 Connaught Place
Central, Hong Kong
Tel: 2103 0808
Fax: 2810 1345
Ref.: MN/SWA/WSHA/394055/2